i-TICKET AGREEMENT

This Agreement is made and entered into on this the _12th_ day of _August_ by and between i3 Verticals, LLC (dba NET Data Corporation) ("NET Data"), with its principal place of business in Sulphur Springs, Texas, and **Tyler County Justice Courts ("Client")**.

1. Client employs NET Data to provide it with NET Data's i-Ticket services to electronically file citations, issued in Client's Jurisdiction and provided by the Texas Department of Public Safety or Client's Law Enforcement Offices, to Client's Court(s) software system **("i-Ticket").**

2. Client agrees to allow NET Data to upload citations into its Justice Court(s) software system. Client will provide NET Data with access to its citations through adequate ports and bandwidth necessary for NET Data's preferred method of electronic communication.

3. Client agrees to pay NET Data a fee of $2,000 for cases filed as the result of citations uploaded by and through i-Ticket. Client shall remit payment to NET Data on an annual basis by check.

4. This contract shall commence on _August 12_ , 20_24_ The term of this agreement shall be for three (3) years, and the term shall renew automatically on an annual basis, unless otherwise terminated. Either party may terminate this agreement by providing thirty (30) days' notice prior to the end of the then then-current term of its intent to terminate.

5. **LIMITED WARRANTY.**

a. NET Data warrants that it has the right to market, distribute, support, maintain and confer a license to the i-Ticket System.

b. THE FORGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NET DATA EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CLIENT DISCLAIMS ANY RELIANCE ON ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

c. Client agrees that NET Data's liability for damages, regardless of the type of action, shall not exceed the price paid by Client for System.

d. CLIENT AGREES THAT IN NO EVENT WILL NET DATA BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS PROFITS OR REVENUE OR BUSINESS, EVEN IF NET DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT FURTHER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY IS FOR NET DATA TO CORRECT ANY ERROR, MALFUNCTION OR DEFECT (SIGNIFICANT MATERIAL DEVIATIONS FROM THE OPERATING SPECIFICATION FOR THE SYSTEM AS SET FORTH IN THE APPLICABLE SOFTWARE DOCUMENTATION ISSUED BY NET DATA) IN THE SYSTEM. IF AFTER REASONABLE ATTEMPTS NET DATA IS

UNABLE TO CORRECT THE ERROR, 2 MALFUNCTIONS OR DEFECT, CLIENT SHALL BE ENTITLED TO TERMINATE THIS AGREEMENT.

e. CLIENT FURTHER AGREES THAT THE MAXIMUM AMOUNT OF LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) FOR NET DATA ARISING OUT OF THIS AGREEMENT WILL NOT BE GREATER THAN THE AMOUNT PAID TO NET DATA BY CLIENT.

f. Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information. Client agrees that NET Data will not be liable for Client-caused data errors.

6. **MISCELLANEOUS**.

a. Client shall be fully and exclusively responsible for the accuracy of information obtained from use the System and the use of such information.

b. This agreement is not assignable by the Client without the written permission of NET Data; and

c. This contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this contract shall be in Hopkins County, Texas.

d. This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles and other electronic signatures shall be binding and enforceable.

e. Every provision of this Agreement is intended to be severable. If any term or provision is deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, and the contract shall be construed as if the illegal, invalid, void or unenforceable provision(s) had never been a part of this agreement.

f. This agreement supersedes all prior oral and written agreements concerning citation filing services between the parties and can only be amended if done so in writing and signed by all parties. AGREED TO: i3 Verticals LLC (NET Data Corporation)

Signature: _____ Print Name: _Milton Powers_

Title: _County Judge_ Date: _8-12-2024_

Tyler County Justice Courts

Signature: _Tina L Self_ Print Name: _JP1 Tina L Self_

Title: _JP1 Tyler Co_ Date: _8-12-2024_